

32 forming said treated leather sheet into a cover; wherein said step of assembling comprises assembling said game ball from said cover. --

REMARKS

Reconsideration of the various objections and rejections set forth in the Office Action dated February 11, 2000 is respectfully requested in view of the foregoing amendment and following remarks.

Claims 1 – 10 have been amended. Claims 11 – 20 have been added. No claims have been cancelled. Upon entry of this amendment, claims 1 – 20 will be pending in the application. The amendment and new claims are supported by the specification and add no new matter.

Applicants' invention comprises a game ball having moisture resistant properties. The moisture resistant properties of the game ball are the result of the game ball cover comprising a leather that has been tanned with chemicals to impart water resistant properties substantially throughout the fibers of the leather. The water-resistant properties of the leather are imparted prior to assembly of the game ball. The moisture resistance of the game ball may also be increased by use of a moisture resistant lining. The moisture resistant lining may be used in conjunction with a cover comprising the inventive moisture resistant leather or with a cover comprising traditional leather having no moisture resistant properties. Applicants' inventive moisture resistant game ball exhibits improved moisture resistant properties when compared to conventional game balls as shown by the results within Applicants' specification.

Claims 1 – 4 were rejected under 35 U.S.C. §112, second paragraph as being indefinite for failing to set forth the subject matter which Applicants' regard as their invention. More specifically, the Examiner stated that Applicants' claimed ranges are not supported by the test results contained within Applicants' specification. Applicants have amended claims 1 – 4 so that they more clearly define Applicants'

invention. Claims 1 – 4 are now in condition to overcome this rejection.

Claims 1 – 3 were rejected under 35 U.S.C. §102(b) as being clearly anticipated by Applicants' own disclosure and comparative testing. More specifically, the Examiner stated "Table 3(A) Comparative Example 1 and Table 3(B) Comparative Example 2, both disclose Applicants' claimed invention . . . " As an initial matter, Applicants' are puzzled by the Examiner's above statement. Table 3(A) refers to Comparative Example 2 and not Comparative Example 1. Further, Table 3(A) illustrates changes in ball weight and not in the weight ratio. Changes in ball weight are not claimed in any of claims 1 – 3. Therefore, Applicants' are assuming the Examiner meant to recite Table 2(B) Comparative Example 1 and Table 3(B) Comparative Example 2 for these rejections. If this assumption is incorrect, Applicants' respectfully request that the Examiner so inform Applicants and allow Applicants' to comment further.

With respect to the above rejection in view of Table 2(B) Comparative Example 1, Applicants' specification on page 12, lines 8 – 10 states that Comparative Example 1 is one embodiment of Applicants' invention. Since Comparative Example 1 is an embodiment of Applicants' invention, the specification necessarily discloses and supports that embodiment.

With respect to the above rejection in view of Table 3(B), Applicants' have amended claims 1 – 3 so that they are no longer clearly anticipated and are in condition to overcome this rejection.

Claims 8 - 9 were rejected over 35 U.S.C. §102(b) as being clearly anticipated by Applicants' Table 2(A) Comparative Example 1 and Table 3(A) Comparative Example 2. As stated above, Comparative Example 1 is an embodiment of Applicants' invention, and therefore is not prior art. With respect to the above rejection in view of Table 3(A), claims 8 and 9 have been amended so that they are no longer anticipated and are in condition to overcome this rejection.

Claims 4 – 7 and 10 were rejected under 35 U.S.C. §103(a) as being unpatentable over U.S. Patent No. 5,069,935 to Walters in view of U.S. Patent No.

3,708,333 to Carlson. As an initial matter, neither of the references cited by the Examiner teach or suggest a game ball having moisture resistant properties imparted during tanning of the leather comprising the cover. The Walters' reference specifically requires pre and post-assembly coating of the game ball with specified chemicals after tanning. The Carlson reference is concerned with a leather substitute material comprising leather fibers in a polymer matrix and has no relevance to either Applicants' claims or the Walters' reference. Therefore, Applicants' claims 4 - 7 and 10 are not taught or suggested by the Walters' and Carlson references, either singly or combined.

Additionally, Applicants' test method is described in the specification starting at page 12, line 18 to page 13,⁴ line 22. As stated therein, the game ball is placed in a test chamber and an oscillating water spray is disposed over the game ball. As taught by Carlson, at column 5, lines 24 - 26, column 10, lines 29 - 34, column 12, lines 5 - 12, and column 14, lines 14 - 15, the test used in Carlson consists of submerging a game ball in water for specified time periods. The Walters' reference also discloses a submersion test for game balls. See, for instance, column 5, lines 33 - 40.

As the Examiner will no doubt agree, submerging a test sample is completely different than exposing a test sample to an oscillating spray and therefore the results obtained from the different test methods will be different. Thus, neither the reference of Walters nor the reference of Carlson teach or suggest Applicants' test method.

Arguendo, even if one of the references did teach a test method similar to Applicants, which as stated above neither do, careful comparison of the Walters' disclosure and Applicants' specification reveals the game ball disclosed in the Walters' reference is inferior in moisture resistance properties to Applicants' inventive game ball. As taught by Walters in column 8, lines 17 - 30, the Walters' game ball picks up more moisture than a Rawlings ST-5 football. As disclosed in Applicants' Tables and as graphically illustrated in Applicants' Figure 3, Applicants' inventive moisture resistant game ball absorbs less moisture than a Rawlings ST-5 football. Thus, Applicants' game ball exhibits superior moisture resistance properties to both the Rawlings ST-5 football and the Walters' game balls. Thus, the Walters' reference

would not disclose Applicants' invention. For at least the above reasons, Applicants' claims 4 - 7 and 10 are not taught or suggested by the Walters' and Carlson references, either singly or combined, and are therefore patentable.

Applicants' amended claim 8 in pertinent part, recites the leather of the game ball cover has water resistant properties distributed throughout during a tanning process. The Walters' reference teaches the surface coating of leather with a polyfluoroalkylpolymer resin dissolved in 1,1,1-trichloroethane. As disclosed in Walters, column 7, lines 15- 24, the surface coating must be done in different stages of the football's construction. As further taught by Walters, the inside surface of the leather must be coated before assembly of the ball and the outside surface of the ball must be coated after assembly of the ball. The Walters' teaching is clearly different from Applicants' invention in which the leather is tanned so that the moisture resistant permeates the extent of the leather. Applicants' inventive game ball does not need the pre and post-assembly coatings taught to be essential by the Walters' reference. Since the Walters' reference teaches moisture resistance is imparted during and after assembly of the game ball, it can not teach or suggest Applicants' invention as recited in claim 8, wherein the moisture resistance is a result of a tanning process.

In fact, Walters at column 1, lines 24 - 60 explicitly teaches that a major shortcoming of the leather football has been that tanned leather absorbs water when it become wet. This teaching of Walters' contradicts and teaches away from Applicants' invention. For at least these reasons, claim 8 and claims dependent therefrom, are patentable.

New claim 11 recites in pertinent part, a water resistant game ball comprising a cover of natural leather having a treatment to impart water resistant properties throughout the extent of the leather, the treatment consisting essentially of tanning of the leather with chemicals prior to application of the cover to the game ball. As discussed above, the treatment to impart water resistant properties in Walters comprises spraying the components and the finished game ball with a polyfluoroalkylpolymer resin. Thus the Walters' reference clearly requires material

differences from the scope of Applicants' claim 11. Claim 11, and claims dependent therefrom are patentable for at least these reasons.

New claim 19 recites a method for making a game ball having water resistant properties. In pertinent part, claim 19 recites treatment of the leather sheet, the treatment consisting essentially of tanning of the leather prior to assembling the game ball. The water resistant properties of the game ball result from the treatment of the leather sheet. As discussed above, Walters does not teach or suggest, in fact teaches away from, tanning of leather to impart water resistant properties. Claim 19, and claims dependent therefrom, are patentable for at least these reasons.

The Examiner, on page 5, line 17 of the subject Office Action stated (emphasis added) "the football as it is well known in the art is traditionally made of a tanned leather cover with inherent water resistant qualities" The Examiner's attention respectfully directed to the cited Walters' reference, column 1, line 24 to column 2, line 59 which recites that a major shortcoming of the leather football has been that the leather absorbs water when it becomes wet. The Walters' reference also teaches of the need for a moisture resistant game ball and shortcomings with known moisture resistant game balls. The Examiner's attention is also respectfully drawn to the reference of Carlson at column 1, lines 21-26, which also recites that a disadvantage of leather is the rapid water pickup. Thus, in opposition to the Examiner's statement, leather generally, and leather covered game balls in particular, inherently absorb water.

The Examiner also states on page 6 of the subject Office Action that "it would have been obvious to one having ordinary skill in the art at the time the invention was made to apply the Carlson test method to the Walters' football, or as mentioned above, to any regulated football in order to simulate similar conditions as on the football field and to determine how the balls hold up and in what conditions, and how much water is absorbed by the balls at the end of each cycle." Applicants' respectfully submit that the Examiner has misinterpreted Applicants' invention. As shown by both of the references cited by the Examiner, there is a long felt need for game balls having long lasting, moisture resistant properties. As shown by the test

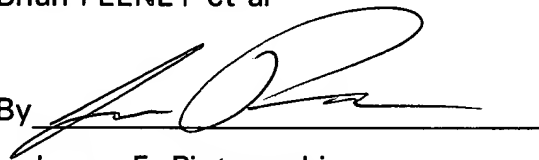
results and Applicants' specification, Applicants' inventive leather covered game balls exhibit lower water absorption than other leather covered game balls. In fact, Applicants' specification in the Tables and Figure 3, specifically illustrates the advantages of Applicants' inventive game ball over the Rawlings ST-5 football, a football specifically shown in the cited Walters' reference to have superior water resistance to the water resistant game ball of the Walters' invention. Thus, in opposition to the Examiner's statement, Applicants' invention is an improvement in the art that would not be obvious from the cited references.

In summary, Applicants have addressed each of the objections and rejections within the Office Action, either by amendment or remarks. Both of the Examiners cited references teach of the need for a moisture resistant game ball. Further, the disclosure within the Walters' reference illustrates the superiority of Applicants' moisture resistant game ball over the art. It is believed the application now stands in condition for allowance, and prompt favorable action thereon is earnestly solicited.

Respectfully submitted,

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